



Product & Lifestyle Photography Contract

_____ (Client Name) hereinafter referred to as the "Client." QuirkWorks is hereinafter referred to as "QW." QW is in the business of providing professional photography services and products and Client wishes to retain QW's services for the session on _____ (Date) at _____ (Time). By hiring QW, Client agrees QW will be the exclusive photographer during the session and no other photography will be allowed.

Amount Due

The total amount due under this Agreement is \$ _____. For \$ _____, Client is guaranteed high-resolution digital files edited to their quality specifications and delivered in their preferred file formats.

Nonrefundable Retainer Fee/ Full Payment.

Client agrees to pay 50% of the full amount due retain QW. Client understands and agrees that QW is foregoing other employment by entering into this Agreement to secure the Client's session date/time on the QW's calendar, and therefore, also agrees and understands that the paid retainer is nonrefundable. The remaining balance is due upon acceptance of final images, but prior to the delivery of the images; once payment is made in full, the final files will be delivered.

Rescheduling/Canceling.

QW may reschedule the session due to illness or inclement weather and will work with Client's schedule to reschedule as soon as possible. If Client needs to reschedule due to illness of anyone involved in the session, Client will do his/her best to notify QW at least 48 hours prior to the session or at least as soon as possible after the issue is identified. The nonrefundable retainer fee can be transferred to another day and time upon the rescheduling of a session, so long as the rescheduled session takes place within 3 months of the original session date.

Refunds.

Due to the custom nature of custom product and commercial photography, digital files cannot be returned and all money paid is nonrefundable.

Digital Files.

Approximately 14 days after the session date, the agreed-upon number of digital files will be available for viewing and downloading from an online, password-protected gallery. Although Client input will be solicited regarding the selecting of images, Client agrees and understands that QW, in their sole artistic discretion, decides which images taken during the session will be edited and presented in the Client's gallery; not all images taken during the session will be presented to the Client.

Editing.

Client agrees and understands that QWs edits the proofs at their own artistic discretion, and said editing is included in the per-image fee.

Archive and Storage.

QW archives all proofed images from each session for a period of 3 years from the date of the session. After that time, QW deletes all proofed images from their hard drive and all external hard drives. QW is not responsible for digital files once they are downloaded by the Client. The Client is responsible for making electronic back-up copies of any digital files that are purchased from the QW and for keeping them in a safe place.

Force Majeure

QW will not be liable to the Client for any loss resulting from an act of God, natural disaster (including but not limited to fire, earthquake, storm, hurricane, flood, lightning, and tornado).

Model Release.

Client is responsible for obtaining the necessary model releases for the models arranged to participate in the shoot.

Client will provide the signed model release to the QW prior to the start of the shoot. Lack of model release allows QW to refuse to photograph person. Client hereby releases QW and his/her legal representatives, heirs and assigns from any and all claims and liability relating to the photographs.

Copyright.

Client understands that QW is the sole and exclusive holder and owner of the copyright of each image taken during the services provided under this Agreement and Client is receiving a Limited Commercial Use License as set forth below. QW retains all rights to the images, including but not limited to, the right to copy, display, and/or publish any and all images, for any reasons, including but not limited to marketing, advertising, print competitions, and for use on QW's website, portfolio, blog, and social media platforms, including, but not limited to, Facebook, Instagram, and Twitter. Copyright protection is established United States Federal law and allows all violators to be punished to the full extent of the law.

Client Usage; Limited Commercial Use License.

Client is purchasing from QW high-resolution un-watermarked digital files and QW is issuing to Client a non-exclusive, perpetual limited license for Client's limited commercial use of the digital files in the normal course of Client's business, including, but not limited to, advertising, marketing, or other promotions, or on Client's website, blog, or social media platforms. Client understands that the digital files are meant for print and online marketing and advertising materials or campaigns. The digital files may be not altered, edited, or manipulated in any way, except that Client may add their business name, logo, website or other advertising or marketing campaign text to the digital files so long as it does not affect the elements of the image as styled by QW. The digital files may not be used by anyone other than the client. The Client cannot sell, lease, or give images to third party.

Assignment.

This Agreement may not be assigned by either party without the prior written permission of the other side.

Severability.

If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

Amendments.

Any amendments made and agreed upon must be in writing and signed by both the client and QW.

Governing Law, Jurisdiction and Venue.

This Agreement shall be governed by the laws of the State of Maine without giving effect to the principals of conflicts of law. The parties consent to jurisdiction and venue in the state and federal courts located in the State of Maine.

QUIRKWORKS

S. Peter Lewis
368 Sweden Rd.
Bridgton, ME 04009
207-239-4154
peter@quirkworksstudio.com
Date: _____

CLIENT

Signature _____
Client Name _____
Address _____

City _____ State _____
Zip _____
Phone _____
Date _____